

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, STATE CAPITOL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

**Request for Proposal**Solicitation Number: **RM5061**Due Date: **05/18/05 at 3:00 P.M.**

Date Sent: March 15, 2005

**Agency Contract**Goods and services to be purchased: **CONTRACT FOR ADMINISTRATIVE SERVICES AT THE UTAH STATE VETERAN'S NURSING HOME****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Request for Proposal**

**Solicitation Number: RM5061**

**Due Date: 05/18/05**

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**Vendor Name:**

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**CONTRACT FOR ADMINISTRATIVE SERVICES AT THE UTAH STATE VETERAN'S NURSING HOME PER THE ATTACHED RFP.**

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL ROSELLE MILLER AT (801) 538-3232.  
RX: 190 50000000017  
COMMODITY CODE: 96102

## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

**1. PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

**2. SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

**6. SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

**7. DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

**9. ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**11. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**12. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**13. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

(Revision 1 Mar 2005 - RFP Instructions)

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## **SCHEDULE OF EVENTS**

<u>Event</u>	<u>Date</u>
RFP Released	March 15, 2005
Pre-Proposal Conference	April 5, 2005
Deadline for Receipt of Written Inquiries	April 26, 2005
Written Responses Distributed	May 3, 2005
Proposal Due Date	May 18, 2005
Intended Date for Contract Award	July 1, 2005
Begin Contract Work	September 1, 2005

## SECTION 1

### GENERAL INFORMATION

#### 1.0 Introduction

The State of Utah, Utah National Guard (STATE) is pleased to invite you to submit a proposal for administrative services at the **Utah State Veterans' Nursing Home (HOME)**. This contract will be for the complete provision and operation of an 81-bed skilled nursing facility located on the campus of the VA Salt Lake City Health Care System in Salt Lake City, Utah. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

#### 1.1 Purpose of Request for Proposal (RFP) and Standard Information

The purpose of this request for proposal is to enter into a contract with a qualified firm to provide administrative services. It is anticipated that this RFP may result in a contract award to a single Contractor.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty to expand upon the specifications to evidence service capability.

##### 1.1.1 Issuing Office and Reference Number

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Utah National Guard. The reference number for this RFP is **RM5061**. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

##### 1.1.2 Proprietary Information

The proposal of the successful offeror becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the STATE. All materials submitted become the property of the STATE and may be returned only at the STATE's option.

##### 1.1.3 Evaluation

All responsive proposals will be evaluated based on stated evaluation criteria. Submitted proposals must be complete at the time of submission and may not include references to information located elsewhere, such as Internet websites or libraries.

#### **1.1.4 Discussion with offerors (oral presentation)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the STATE. However, the STATE may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of the proposals. Oral presentations will be made at the offeror's expense.

#### **1.1.5 Award**

An award will be made to the proposal offered by a responsive and responsible offeror which is determined to best meet the evaluation criteria and is therefore the one most advantageous to the STATE.

### **1.2 Preparing a Response**

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements (sections 4 and 5).

**1.2.1** An optional Pre-Proposal Conference will be conducted at the George E Wahlen VA Medical Center located at 500 Foothill Drive, Salt Lake City Utah at **10:00 a.m.** on April 5, 2005. The conference will be held in the board room (1G12). This will be an opportunity to ask questions. Minutes of the pre-proposal conference and responses to substantive questions will be provided to all known offerors in the form of an addendum posted on the State of Utah Division of Purchasing website [www.purchasing.utah.gov](http://www.purchasing.utah.gov) under current bid.

**1.2.2** Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the STATE by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

Questions for RFP **RM5061**  
Jeff Hanson, Director  
Utah State Veterans' Nursing Home  
700 Foothill Boulevard  
Salt Lake City UT 84113  
E-mail: [jbhanson@utah.gov](mailto:jbhanson@utah.gov)

**1.2.2.1** Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. All questions must be submitted prior to the deadline noted in the schedule of events. Responses to written questions will be posted on the Division of Purchasing website [www.purchasing.utah.gov](http://www.purchasing.utah.gov) under current bid, on the date specified in the schedule of events. Written questions received after the deadline may not be considered.

**1.2.3** Any interpretation, correction, or change to this RFP will be made by written Addendum. Interpretations, corrections or changes to this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections, or changes.

**1.2.4** The State of Utah Division of Purchasing will issue any necessary Addenda.

### **1.3 Submitting a Proposal**

Offerors must submit one original and 6 copies to the State of Utah Division of Purchasing, 3150 State Office Building, Capital Hill, Salt Lake City, Utah 84114 prior to closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration. Facsimile or electronic submissions are not acceptable.

**1.3.1** Each offeror who submits a proposal represents that:

**1.3.1.1** The proposal is based upon an understanding of the specifications and requirements described in this RFP.

**1.3.1.2** Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the STATE are entirely the responsibility of the offeror. The STATE is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

**1.3.1.3** All materials submitted in response to this RFP become the property of the STATE and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the STATE and offeror resulting from this RFP process.

**1.3.2** The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

### **1.4 Contract Performance Security**

The successful offeror must provide Contract Performance Security in the amount of \$100,000.

The contract performance security must be provided by the successful offeror, in one of the following forms, prior to August 1, 2005. **Only the following types of security are acceptable and must be in original form. Facsimile or photocopies are not acceptable.**

**1.4.1** A sufficient bond from a surety company licensed in Utah with a Best's rating of no less than A-; or

**1.4.2** lawful money of the United States; or

**1.4.3** an irrevocable letter of credit not to exceed \$100,000, a cashier's check, certified check, bank money order, certificate of deposit, money market certificate, or bank draft drawn or issued by a federally or state-chartered bank or savings and loan association that is insured by or for which insurance is administered by the FDIC or that is drawn and issued by a credit union insured by the national credit union insurance fund. Certificates of deposit or money market certificates will not be accepted as security for bid, proposal or contract security unless the certificates are assigned to the STATE. All interest income from these certificates must accrue only to the Contractor and not the STATE.



**1.4.4** Personal or business checks are not acceptable.

**1.4.5** This security must remain in effect for the entire contract period.

## **1.5 Subcontracting**

The successful offeror will be the prime Contractor and shall be responsible, in total, for all work of any subcontractors. All subcontractors must be listed in the proposal. The STATE reserves the right to approve all subcontractors.

**1.5.1** The Contractor shall be responsible to the STATE for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the STATE.

## **1.6 General Insurance Requirements**

**1.6.1 General Requirements:** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. The insurance shall also cover such claims as may be caused by any negligent act or omission.

**Primary Insurance:** The Contractor's insurance coverage shall be primary insurance as respect to the STATE, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the STATE, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**1.6.2 Specific Requirements for Commercial General Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The STATE, its officers, officials, employees, and volunteers are to be covered as additional insureds, for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor, products and completed operations and premises owned, leased, occupied, or used.

**1.6.3 Specific Requirements for Automobile Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The STATE, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

**1.6.4 Specific Requirements for Professional Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

**1.6.5 Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the STATE. At the request of the STATE either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the STATE, its officers, employees, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**1.6.6 Certificates of Insurance/Endorsements:** Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's purchase order number or contract number. This insurance must be maintained for the duration of the contract. Certificates of insurance evidencing the required coverage must be provided to the STATE prior to September 1, 2005. The Contractor must provide a 30 day notice prior to any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, cancellations, non-renewal, etc.

## **1.7 Workers' Compensation Insurance/Independent Contractor's Exemption**

The successful offeror is required to supply proof of Workers' Compensation Insurance by effective date of contract. The proof of insurance must be valid for the entire contract period.

Contracts will not be issued to offerors who fail to provide the required documentation.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund.

## **1.8 Contract Provisions and Terms**

**1.8.1** This RFP and any addenda, the offeror's response including any amendments, any best and final offers, any clarification question responses, and any negotiations shall be included in any resulting contract. **Attachment A** contains the State of Utah Contract Terms and Conditions which will form the basis of any contract between the STATE and the successful offeror. The contract language contained in Appendix A does not define the total extent of the contract language that may be negotiated. **Attachment B** contains the State of Utah Contract Special Terms and Conditions. Offeror should review this to get further detail on the Scope of Project. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the STATE, will govern.

- 1.8.2** Offerors should notify the STATE of any terms within this RFP that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written inquiries.
- 1.8.3** The contract term is for a period of three years beginning September 1, 2005 and ending August 30, 2008. Renewals of the contract, by mutual agreement of both parties, may be made at two-year intervals, or any interval that is advantageous to the STATE, not to exceed four additional years, at the option of the STATE. In no case may the total contract term exceed seven years.
- 1.8.4** Increases in the rates charged by Contractor per patient per day shall be at the discretion of the STATE. Once the contract is awarded there shall be no rate adjustment for or during the first year.
- 1.8.5** The daily VA per diem rate, less the administrative fee holdback, received by the STATE, for eligible veterans, will be provided to the Contractor. The Contractor shall submit invoices for reimbursement. Invoices must be submitted to the STATE monthly, by the fourth working day following the end of the month. The STATE will submit VA per diem payment to the Contractor within four working days after receiving such monthly payment from the VA. The STATE may withhold payments to the Contractor if the Contractor does not perform in accordance with the requirements of this contract.

## **SECTION 2**

### **SCOPE OF PROJECT**

#### **2.0 Facility Information**

The HOME was constructed in 1997 and opened its doors for admissions in May of 1998. The HOME is located at 700 Foothill Boulevard, on the campus of the VA Salt Lake City Health Care System, near the George E Wahlen VA Medical Center in Salt Lake City, Utah. The architecture of the HOME is organized along a central spine with two rear housing wings containing 61 beds and two smaller front wings that contain the dining area and administrative offices. The partial lower floor level has an Alzheimer Special Needs Unit containing 20 beds. Collectively, these areas total approximately 42,800 square feet. All resident rooms except three are set up for double occupancy. The exceptions are private rooms.

The facility is owned by the State of Utah. The state agency with oversight responsibility is the Utah National Guard who currently contracts with Traditions Health Care for the daily operation of the facility. Because of the U. S. Department of Veterans Affairs (VA) involvement in the construction of and the daily operation costs, the HOME will comply with all VA operating standards for nursing home care. The HOME must also meet all state and federal standards for nursing facility care.

#### **2.1 Mission**

The mission of the HOME is to provide the highest possible level of quality, skilled and intermediate nursing home care to veterans and their spouses, in a cost effective manner, at the lowest possible cost to the veteran.

#### **2.2 Admission Criteria**

Admission is open to honorably discharged veterans, their spouses and the surviving spouses of veterans. Eligible persons must have a doctor's statement supporting the need for skilled or intermediate nursing home care. The HOME gives admission preference to state of Utah veterans, but does not prohibit those residing out of state from admission.

#### **2.3 On-Site STATE Representative**

When a State VA home is operated and staffed under a contractual agreement between a state agency and an independent Contractor, the oversight of the daily operations of the HOME is performed by a full time, on-site State Director. The contract resulting from this RFP will be managed by an employee of the Utah National Guard (State Director) who has an office in the HOME.

The State Director's responsibility for oversight includes building repair and maintenance as well as major equipment purchases for the HOME, ensures proper maintenance of the state owned building, participates in activities that relate to the quality of health care rendered within the HOME, insures that the quantity and quality of services conform with the intent of the contract as well as federal and state guidelines required by the VA, and prepares and submits invoices and reports necessary for processing payment for the daily VA per diem payment to the Contractor.

## 2.4 Equipment

**2.4.1** All major equipment is owned by the STATE. All major and minor equipment is included in the State inventory. Major repairs and maintenance and facility improvements (anything greater than \$1,000.00 per single item) are the responsibility of the STATE and are funded with monies from the administrative fee/holdback as described in section 2.5 of this RFP.

**2.4.2** The Contractor will be required to provide a comfortable minibus appropriate for transporting residents on outings and appointments.

The State will provide a 1984 Dodge, 15 passenger van, with a wheelchair lift for backup transportation.

The Contractor is responsible for cost of taxes, licensing, insuring, fueling and maintaining per State standards all vehicles used for transporting residents. All drivers of vehicles used to transport residents will meet State standards.

## 2.5 Administrative Fee (STATE Holdback)

A monthly administrative fee of up to \$10.00 per patient day (PPD) will be assessed the Contractor to supplement ongoing repairs, maintenance costs, and other expenditures deemed appropriate by the STATE. At the discretion of the STATE, this fee may be decreased allowing the operator additional operating funds. When this fee is set below \$10.00 PPD, at the discretion of the STATE, this fee may be increased back up to the maximum amount of \$10.00 PPD. The monthly fee will be withheld from the VA monthly per diem check. At the beginning of the new contract, the administrative fee will be set at \$10.00 PPD.

## 2.6 Funding Sources

The HOME is funded from a combination of Medicare, VA and private pay revenues. A major source of funding at the HOME comes from the VA.

Current Rates:

	<u>Double Occupancy</u>	<u>Single Occupancy</u>
Veteran	\$128.48	\$153.60
Veteran's portion	\$69.12	\$94.24
VA per diem	\$59.36	\$59.36
Non-Veteran	\$119.00	\$150.61

VA Per Diem: As a veteran's benefit, each veteran receives a payment of \$59.36 per day from the VA to help cover the cost of their daily rate. The veteran is responsible to fund the remaining portion of the established daily rate.

The VA per diem usually increases at the beginning of each federal fiscal year. The increase that was effective October 1, 2004 amounted to \$1.58 PPD.

Currently all veterans admitted to the HOME are eligible for the per diem benefit. The recently proposed VA budget for FY06, limits per diem eligibility to those veterans with certain disabilities. This proposed action is being opposed on many fronts. If changes proposed in the FY06 budget are adopted, the HOME will likely pursue Medicaid certification to fill the void.

## **2.7 Payor Breakdown**

2004

Available Patient Days	29,646
Total Census Days	29,064
VA/Private Days	26,574
Medicare Days	1,500
Private Days	990

Note: Private Days are generated from spouses of veterans who are not subsidized by the VA and pay the full daily rate.

## **2.8 Occupancy**

On January 25, 2005 there were 79 residents at the HOME, 74 men and 5 women. Four of the women are spouses of veterans.

During the period January 1, 2004 to December 31, 2004, the average daily census at the facility was 80 residents or 98% occupied. The HOME maintains an active admission waiting list.

## **2.9 Billing**

All costs of daily operation of the HOME are born by the Contractor. Contractor will be responsible for billing and collecting from residents and all third party payers for services provided, except the VA per diem which will be the responsibility of the STATE. No other source of funding is payable from the State beyond the VA per diem payments for the cost of operations. There shall be no recognition of bad debt expenses by the STATE. Individual hardship cases will be reviewed at the discretion of the STATE Director on site.

The Contractor will be entitled to bill eligible veterans who are private-pay, up to the approved private-pay daily rate less the VA per diem payment for each day of care provided at the HOME.

Spouses of veterans will be billed at the private-pay or Medicare rate as appropriate, without the VA per diem payment offset towards their cost of care for each day of care provided at the HOME.

Billing for routine and non-routine services will be governed by state regulation 4.19D ([http://66.102.7.104/search?q=cache:wqoCxqPmXycJ:health.utah.gov/medicaid/st\\_plan/A\\_4-19-D.pdf+routine+services+4.19D&hl=en&start=4](http://66.102.7.104/search?q=cache:wqoCxqPmXycJ:health.utah.gov/medicaid/st_plan/A_4-19-D.pdf+routine+services+4.19D&hl=en&start=4)).

## **2.10 Utilities:**

The adjacent George E Whalen Medical Center provides most of the building's utilities, including chilled water, steam, soft water, natural gas, sewer, and emergency power. The Medical Center bills the HOME for these services. The average monthly cost for the year 2004 for these services was \$1,366.00

Electrical power is provided by Utah Power. The average monthly cost for the year 2004 for electrical power was \$3,596.00

## **2.11 Trash and Refuse Removal:**

The Contractor will provide for trash removal services. The average monthly cost for the year 2004 for trash removal was \$510.00

## **2.12 Cable T.V. Cost**

The Contractor will provide for cable T.V. service. The current monthly cost (Jan '05) for cable T.V. is \$956.00

## **2.13 Requirements - General**

In order to participate in the VA State Home Program, the HOME must be formally recognized by the VA and operate in a fashion that meets the following VA standards.

M-5, Part VIII, Chapter 1-5, November 4, 1992.  
<http://www1.va.gov/vhapublications/publications.cfm?Pub=4>

M-1, Part 1, Chapter 3, September 30, 1992.  
<http://www1.va.gov/vhapublications/publications.cfm?Pub=4>

In order to be licensed as a "Nursing Facility" by the State of Utah, the HOME must meet the requirements set forth in Section R432-150 of the Nursing Care Facility Rules.

R432-150  
<http://www.rules.utah.gov/publicat/code/r432/r432-150.htm>

In order to participate in the Medicare program the HOME must follow the requirements of participation as outlined by the Center of Medicare and Medicaid Services (CMS).

US Code of Federal Regulations **42 CFR Part 483**.  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_02/42cfr483\\_02.html](http://www.access.gpo.gov/nara/cfr/waisidx_02/42cfr483_02.html)

### **2.13.1 The Contractor shall:**

**2.13.1.1** Coordinate and work through the on-site Director with the Veterans' Home Advisory Board as established by H.B 140 to enable the Advisory Board to fulfill its responsibilities. A web address for HB 140 is:  
<http://www.le.state.ut.us/~2000/bills/hbillenr/HB0140.htm>

- 2.13.1.2** Manage and operate the HOME in compliance with all applicable laws, rules, regulations, standards, and policies of the federal, state, and local governments and any other entity that has relevant jurisdiction. If any requirements differ from those described in the Scope of Project (section 2) and/or the State of Utah Special Terms and Conditions (Attachment B), the higher or stricter requirements shall prevail.
- 2.13.1.3** Manage and operate the HOME in a manner to ensure that each resident receives the necessary medical, nursing, dental, and rehabilitative services needed to achieve their maximum level of independent functioning and the best possible quality of life. The minimum services to be available for each resident must be those required by the VA and the Utah Department of Health.
- 2.13.1.4** Manage and operate the HOME in a manner that respects the rights and dignity of the residents.
- 2.13.1.5** Secure and retain all licenses and certifications required to legally operate the HOME as a skilled nursing care facility with an Alzheimer's Care Unit and other licenses and certifications as may be required by the VA or Utah Department of Health.
- 2.13.1.6** Develop, implement, and maintain policies and procedures for all aspects of the management and operations of the HOME that will assure high standards of resident care which are in accordance with all state, federal, to include VA, and local regulatory requirements. The STATE shall have the right to review and approve all policies and procedures proposed and in use at the HOME. All such policies and procedures shall remain the property of the STATE in the event of cancellation or termination of the contract for any reason.
- 2.13.1.7** Develop or have in effect a comprehensive, facility wide, quality assurance, and infection control program which shall include, but not be limited to, audit and medical chart review. The program should incorporate continuous quality monitoring techniques and must meet the VA and the Utah Department of Health licensure regulations and be approved by the STATE. In addition to direct patient care services, the plan should provide for the continuous monitoring of all services provided by the Contractor to include food service, housekeeping, maintenance, safety, security, fiscal and other ancillary support services.
- 2.13.1.8** Shall have in place transfer agreements signed by the Contractor and local acute care facilities for emergencies.
- 2.13.1.9** Provide or arrange for emergency ambulance service for transfer of patients and for non-emergency medical and surgical procedures. Provide transportation for residents to VA Medical Centers, hospitals, or other health care facilities.



- 2.13.1.10** Notify the STATE, immediately following notifications required by law, of any abuse or suspected abuse of a resident, any unexpected or unexplained injury or death of a resident, or any immediate threat to the health and safety of a resident.

## **2.14 Requirements – Operational**

### **2.14.1 The Contractor shall:**

- 2.14.1.1** Assume full responsibility for management and supervision of the daily operation of the HOME.
- 2.14.1.2** Assume full responsibility for development, implementation, and operation of all necessary administrative systems including, but not limited to, accounting, personnel, reporting, administrative records, medical records, purchasing, etc., which will ensure the proper preparation of all financial statements and maintenance of financial records including, but not limited to: payroll, accounts receivable, accounts payable, and operating statement. Contractor shall maintain all records for periods of time as required by federal or state law and shall make sure records are available for review and audit to the STATE or its designated representative. Failure to maintain books, records, and supporting documents required by the section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement. Contractor shall agree that the STATE or its representatives shall have the right to examine any of the vendor's records which directly relate to this contract.
- 2.14.1.3** Provide the STATE with an annual budget to include estimated income and expenses by category before the beginning of each fiscal year and monthly operating statements for the HOME. Monthly statements should show monthly, year to date and annual budgeted and expense (actual) amounts by category.
- 2.14.1.4** Provide the STATE, and their respective authorized representatives unlimited access to the physical plant and all medical records, administrative and financial data, and any other information deemed necessary in order to audit financial records, verify services, verify the quality of care delivered, resolve complaints, respond to inquiries, and otherwise perform required duties.
- 2.14.1.5** Assume responsibility for review of medical eligibility, in accordance with existing state law, of applicants for admission to the HOME through its membership and participation on the Admission Review Committee.
- 2.14.1.6** Assume responsibility for collecting and accounting for income from residents from all sources and third-party payments except for per diem amounts.

- 2.14.1.7** Assume full responsibility for providing all supplies, provisions, consumables, and equipment required for operation of the HOME. NOTE: Except in the case of continuation of the current contract, the STATE assumes responsibility for providing full stocking and equipage at the beginning of the contract period, except consumables, which are the responsibility of the Contractor. At any time the Contractor ceases to operate the HOME, the facility must be returned fully stocked and equipped for continued operation, just as it was initially provided to the Contractor.
- 2.14.1.8** Pay for and assume full responsibility for providing all utilities and fuels, including but not limited to: water, natural gas, electricity, sewer, diesel oil, gasoline, telephone, and garbage disposal.
- 2.14.1.9** Provide, at no charge, office space for the STATE Director, stationed at the HOME and consumable supplies for his/her use.
- 2.14.1.10** Assume responsibility for the recruitment and coordination of volunteers to enhance the quality of life for all residents.
- 2.14.1.11** Provide or make available to all residents complete medical care services as required by law, regulation or standards and as prescribed or directed by medical professionals.
- 2.14.1.12** Provide all residents with complete transportation services to fulfill their medical, therapeutic, and recreational needs.
- 2.14.1.13** Provide complete laundry services for the operation of the HOME. Commercial equipment has been installed.
- 2.14.1.14** Provide a high quality dietary service program to meet the needs of the residents which is in compliance with all applicable state and federal laws, regulations, or standards and as prescribed or directed by medical professionals.
- 2.14.1.15** Provide complete pharmacy goods and services for the residents in accordance with all requirements of the VA, Utah Department of Health, the Federal Drug Enforcement Agency, and any other regulatory body and as prescribed or directed by medical professionals, including medication, medical supplies and dietary supplements, both prescription, and over-the-counter.
- 2.14.1.16** Provide or make available to all residents, all personal, specialized and medical equipment as required by law, regulation, or standards and as prescribed or directed by medical professionals, including, but not limited to, prosthetics, orthotics, hearing aids, corrective eye wear, and specialized beds.
- 2.14.1.17** Provide or make available to all residents complete dental goods and services for the residents as required by law, regulation, or standards and as prescribed or directed by medical or dental professionals.

- 2.14.1.18** Provide an on-site physical and occupational therapy program and provide an organized activity/recreational therapy program for residents all of which address individual resident needs and meet or exceed all state and federal standards, laws, or regulations. Speech therapy must also be made available. Programs developed must accommodate therapy which is prescribed or directed by medical professionals.
- 2.14.1.19** Provide necessary accounting systems and security to safeguard and account for the personal funds of residents.
- 2.14.1.20** Develop and implement a complaint resolution program, including a resident council, which allows the residents to express grievances and recommend changes in policies and services to the Contractor. Any resident issue shall be made known to the STATE within 24 hours of receipt by the Contractor. The Contractor shall advise the STATE of its actions upon resolution of the complaint.
- 2.14.1.21** Provide complete mortuary policies that ensure the sensitivity and expediency of death notification, documentation, and disposition of remains.
- 2.14.1.22** Provide the following services including, but not limited to:
  - 2.14.1.22.1** Grounds maintenance on a year-round basis to include snow removal.
  - 2.14.1.22.2** Extermination and pest control.
  - 2.14.1.22.3** Trash disposal and removal.
  - 2.14.1.22.4** Complete facility-wide housekeeping.
  - 2.14.1.22.5** Security to assure that the building, grounds, residents, staff, volunteers, and visitors are properly secured.
  - 2.14.1.22.6** Barber and Beauty Services for residents.
  - 2.14.1.22.7** Disposal of medical and infectious waste in compliance with all applicable regulations and standards.
  - 2.14.1.22.8** Establish and operate the HOME as a nonsmoking facility.

## **2.15 Requirements - Personnel**

- 2.15.1** The STATE shall have the right to participate in, and mutually agree with the Contractor on the selection and continued employment of the Administrator, Medical Director, and the Director of Nursing.
- 2.15.2** The Contractor shall not, as part of its agreement with employees or subcontractors, prevent any employee or subcontractor from working in the HOME in the event of cancellation or termination of the contract for any reason.

### **2.15.3 The Contractor shall:**

- 2.15.3.1** Employ a full-time, Utah licensed, Nursing Home Administrator, in accordance with the Utah Health Facility Administrator's Licensure Act. Efforts should be made to employ a veteran in this capacity though it is not required.
- 2.15.3.2** Employ a Medical Director who shall be responsible for the overall medical care in the facility. The Medical Director shall ensure that adequate and appropriate medical services are provided to residents of the facility and that such services are consistent with the standards set by the VA and the Utah State Department of Health.
- 2.15.3.3** Ensure continued operation and appropriate staff coverage in the event of a labor dispute or strike.
- 2.15.3.4** Ensure that each resident has a designated primary physician who will be responsible for the overall medical care of that resident. Residents may be seen or treated by a physician or other licensed health care practitioner of their own choosing at their own expense.
- 2.15.3.5** Ensure that all personnel employed at the HOME have required background checks completed and where required, are properly licensed or certified for the work they perform and that all physicians practicing at the HOME are properly credentialed according to the policies and procedures of the State of Utah Department of Health.
- 2.15.3.6** Prior to assuming duties, ensure that all personnel are provided with a new employee orientation and continuing education programs regarding the HOME's policies, procedures, and practices.
- 2.15.3.7** Provide veterans preference to veterans applying for work at the HOME.

## **2.16 Requirement – Maintenance**

### **2.16.1 The Contractor shall:**

- 2.16.1.1** Assume responsibility for general and routine preventative and corrective maintenance of the facilities physical plant.
- 2.16.1.2** Monitor and take full advantage of any warranties in effect on all equipment and furnishings.
- 2.16.1.3** Maintain detailed records of preventative and corrective maintenance performed on equipment, building, or grounds of the HOME.
- 2.16.1.4** Return the facility and equipment to the STATE at the end of any contract period in the same condition as it was at the beginning of the contract period excluding reasonable wear and tear.

## **2.17 Requirements of the STATE**

### **2.17.1 The STATE shall:**

- 2.17.1.1** Station at least one employee at the HOME to act as liaison and Contract Administrator as required by the VA. Additional employees may be stationed at the HOME to fulfill the obligations of the STATE.
- 2.17.1.2** For STATE employee(s), assume responsibility for telecommunication, office equipment maintenance and replacement.
- 2.17.1.3** Establish eligibility rules for residency in the HOME and assist the Contractor in public relations and soliciting applicants with the goal of achieving and maintaining full occupancy.
- 2.17.1.4** Assist, if requested to do so, in the review process to determine the financial eligibility of applicants for admission to the HOME.
- 2.17.1.5** Provide consultation and access for the Contractor to information held by the STATE when that assistance is necessary for the Contractor to effectively operate the HOME.
- 2.17.1.6** Submit per diem reimbursement request to the VA on behalf of the Contractor.
- 2.17.1.7** Assume full responsibility for providing full stocking and equipage at the beginning of the contract period, except for consumables, which are the responsibility of the Contractor.
- 2.17.1.8** Provide initial telecommunications and data processing systems. Note: Usage charges, upgrades, maintenance, and repair (under \$1,000.00 per task item), or purchase of additional hardware or software is the responsibility of the Contractor. In the event of cancellation or termination of the contract for any reason, all such systems (including hardware, software, data, and documentation) shall remain the property of the STATE.
- 2.17.1.9** Assume responsibility for repair or replacement of equipment and furnishings over \$1,000.00 per task item as long as the expenditure is not due to the Contractor's or subcontractor's abuse or negligence. All such equipment shall remain the property of the STATE including repair parts to fix equipment.

## **SECTION 3**

### **RFP SUBMISSION REQUIREMENTS**

Each of the following Sections (4.21 through the end of 4 and 5.01 through the end of 5) must be specifically addressed by the offeror in order to be considered for selection. The offeror must provide a point-by-point response to each of the areas identified in each of these sections. This information will be evaluated by the selection committee in determining the capabilities of an offeror to perform the services specified in this RFP.

Section 4	Service Proposal
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Section 5	Cost Proposal
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## SECTION 4

### SERVICE PROPOSAL

- 4.0 The STATE may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.
- 4.1 The STATE reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the STATE that offeror is properly qualified to carry out the obligations of the contract.
- 4.2 In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the STATE. **(Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal.)**

#### 4.2.1 General

4.2.1.1 Offeror must submit an Executive Summary on standard business letterhead signed by an individual authorized to legally bind the offeror. It shall include the following:

- 4.2.1.1.1 A statement indicating that the offeror is a corporation or other legal entity or otherwise a going concern that does or does not operate other skilled nursing facilities licensed under the Medicaid/Medicare regulations. The offeror must provide a listing of names and locations of all of the nursing facilities or other long term care facilities that the offeror owns or operates under an agreement in Utah, as well as in any other state.
- 4.2.1.1.2 Offeror must articulate their organization's mission statement or a statement of their philosophy.
- 4.2.1.1.3 A statement that the offeror provides veterans preference and supports the National Guard and Reserve Program.
- 4.2.1.1.4 Offeror must clearly identify and justify any proprietary information they are requesting to be protected.
- 4.2.1.1.5 Offer must indicate any requirements that cannot be met.

4.2.1.2 Offeror must provide an organization chart reflecting their current structure.

4.2.1.3 Offeror must provide a list, which includes the names of corporate officers, partners, owners and board of directors. Percentages of ownership should be included.

- 4.2.1.4** Offeror must describe all subcontractors that it is planning to use, including details about the subcontractor's past experience in performance of similar work.

The proposal must include specific designation of tasks that the subcontractor is to perform. All organizational information required by this RFP for the Prime Contractor shall be included for each subcontractor. The proposal must also include copies of any agreement(s) to be executed between the Prime Contractor and subcontractor in the event of a contract award. Under this RFP, the STATE retains the right to approve all subcontractors.

## **4.2.2 Experience/References**

- 4.2.2.1** Offeror shall provide a minimum of three references. These references could be from nursing facilities or other entities where the offeror is providing or has provided, either directly or under a contract arrangement, comparable services to those being procured, such as, operation of, or management of, nursing facility services or veteran's services in the last five years. References may be from state governmental entities, other contractors, veteran's service providers, or any other entity or provider that can address the offeror's ability to successfully carry out the requirements of this contract.

Offeror shall provide the name of the business, the location where the services were provided or address, a contact person(s) name, contact person(s) telephone number, a complete description of the scope of services provided, the number of years that the services were provided and dates the services were provided.

The STATE reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

- 4.2.2.2** Offerors shall specify how long the company submitting the proposal has been in business providing nursing facility administration.
- 4.2.2.3** Offeror must describe any past experience in performance of similar work. Describe the type of services provided, the number of years of service delivery and dates of service delivery.
- 4.2.2.4** Offeror must describe any past experience in performance of nursing facility or long term care services under a contract arrangement.
- 4.2.2.5** The offer must describe any past experience in the management of a Special Needs Unit for Alzheimer residents.

## **4.2.3 Survey History**

- 4.2.3.1** Offeror must provide a summary of survey activity in each facility owned or managed for their past two state surveys in each facility. This summary will list the name of the facility, the date offeror's organization started management of the facility, the date of the survey, each F-tag and K-tag cited and the corresponding level on the scope/severity scale for each tag.



**4.2.3.2** Offeror may explain any level “G” or higher citations. Include an explanation of how the deficiency was addressed.

**4.2.3.3** Offeror should summarize how their organization ensures that their facilities are always survey ready.

#### **4.2.4 Quality of Life**

**4.2.4.1** Offeror should explain their organization’s philosophy on how to best address quality of life in a nursing home.

**4.2.4.2** Offeror should explain several different past events or current programs that back up their corporate philosophy on quality of life.

**4.2.4.3** Specific to veterans, describe ideas that your organization would employ to promote quality of life.

**4.2.4.3** Specific to the 20 bed Alzheimer Special Needs Unit at the HOME, describe ideas that your organization would employ to promote quality of life.

#### **4.2.5 Quality of Care**

**4.2.5.1** Offeror should explain their organization’s philosophy on how to best address quality of care in a nursing home.

**4.2.5.2** Offeror should explain several different past events or current programs that back up their corporate philosophy on promoting quality of care.

**4.2.5.3** Offeror must provide a description of how the medical services critical to meeting the needs of the residents in this facility will be obtained. Describe how you will insure that medical services, such as, physicians, dentists, therapists, medical director, pharmacy services will be available if you are awarded this contract.

#### **4.2.6 Staffing Levels**

**4.2.6.1** Offeror must provide staffing level information including a proposed HOME organizational chart showing classification of all employees and numbers of each; minimum qualifications for each classification; number and classification of staff on each shift for provision of the services necessary to meet the requirements under this proposal.

Offeror must provide detailed wage and benefits information (pay scale or salary matrix) that will be utilized for each category of employee included on the organizational chart (DON, RN, LPN, CNA, Social Services, Food Service, Activities, Maintenance, etc.)

**4.2.6.2** The staffing patterns must address those programs stated in V.A. Publication M-5, Part III, Chapters 1 through 5, dated November 4, 1992; Health Care Financing Administration Medicare and Medicaid, Requirements for Long Term Care Facilities (February 2, 1989); and any subsequent amendments or changes to any of these documents. **The current direct care staffing requirements established for the HOME that will be carried forward into the new contract are found in Appendix B, State Special Terms and Conditions, section B7f2.**

**4.2.6.3** Offeror must submit a plan for recruitment of appropriate staff, and indicate how staff will be obtained or recruited to meet the proposed staffing patterns if they are awarded the contract. Offeror must delineate the services that will be provided directly by the offeror employees and those services that will be provided by other services providers.

**4.2.6.4** Offeror must provide information regarding the administrative level staff necessary to provide the day-to-day operation of the facility if known. This information will include the names and qualifications of the following individuals that will assume these roles if you are awarded this contract. Information should include a resume, which details education, professional experience and three professional references for each of these staff positions. All three must be licensed in the state of Utah.

Licensed Nursing Home Administrator  
Director of Nursing  
Medical Director

If the names of these individuals are not presently known, indicate how you will recruit for these positions if you are awarded this contract. Include position descriptions, experience and education requirements, salary and benefit information and any other information that will be utilized in recruitment.

#### **4.2.7 Program Description, Reports and Meetings**

**4.2.7.1** The offeror shall provide a description of the level of commitment to the following areas:

safety	dietetics
infection control	patient activities
nursing services	medical records administration
rehabilitation services	pharmaceutical services
social services	utilization review
quality assurance	in-service training
transportation	
physical plant, facility and grounds maintenance	

This description will include:

- a) How will each specific area be addressed?
- b) Define any unique aspects that will be addressed in each area;
- c) How often will each area be reviewed/addressed (if applicable).

**4.2.7.2** Offeror should provide the table of contents for the policy and procedures manual from a nursing facility they are currently affiliated with for consideration and review.

**4.2.7.3** The offeror shall describe the process they will develop to communicate with and keep the STATE Director informed of issues concerning the operation of the facility.

**4.2.7.4** The offeror shall provide a description of a marketing work plan to be used for promoting and advertising the HOME. Include how you will develop an approach to insure occupancy levels are maintained, and how you will promote the HOME and services that are available to the public and veterans community. Include copies of brochures or information used in any other marketing efforts your company has been involved in.

**4.2.7.5** Offeror must describe the system that they will use to provide for on-going monitoring by management in order to insure programmatic and fiscal accountability is maintained under this contract arrangement.

#### **4.2.8 Veterans Services/Community Involvement**

**4.2.8.1** Provide a description of how you will coordinate with the various veterans' service organizations to maintain good relationships with these groups.

**4.2.8.2** Provide a narrative of how you will insure community involvement is maintained and how you will utilize volunteers in the facility, as well as develop new community partners.

**4.2.8.3** Describe how you would create a physical and social environment that recognizes and supports the unique values, contributions and needs of veterans.

**4.2.8.4** Provide letters of support or other evidence of support from local, state, national or any other veteran's organizations for the offerors' involvement in this project (this requirement is optional).

## SECTION 5

### COST PROPOSAL

**5.0** The Cost Proposal submitted in response to this RFP shall include the following:

**5.0.1** Price per patient per day to be charged for each individual housed in the HOME and;

**5.0.2** Annualized budget breakdown and general calculations used to determine the price per veteran per day. The annualized budget breakdown should include:

- a) General expenditure categories such as facility maintenance, operations cost, administration including management fees, personnel costs, food costs, laundry costs and all other costs by category necessary to deliver services in the facility.
- b) Projected revenues by payor source and expenses by major categories must be detailed in the calculations.
- c) Estimated utilization information by each payor source used to derive the price per patient per day must be delineated in the cost proposal.

**5.1** Example format for Cost Proposal:

(OFFEROR LETTER HEAD - Centered)

Price per patient per day:       \$

Signature:

Title:

Firm Name:

Address:

Name of Subcontractor(s):

Address(s):

### **5.2 Financial Statements**

Offerors shall demonstrate their financial stability to supply and support the services specified.

**5.2.1** This section shall include a current certified financial statement from the offeror, prepared by a CPA meeting Generally Accepted Accounting Principles (GAAP).

**5.2.2** For each subcontractor used or planned to be used, there shall be included a current certified financial statement (does not include consultants).

### **5.3 Assurance**

There are no start-up funds included in this contract. Offeror must make an assurance and provide evidence that supports they have sufficient resources available to provide services for three month's operation in the facility if they are awarded this contract. Evidence should be in the form of a line of credit, cash or any other documentation that shows the offeror's ability to cover one fourth of the operation cost as submitted in their budget proposal.

## **SECTION 6**

### **EVALUATION CRITERIA**

#### **6.0 Evaluation Criteria**

**6.0.1** The evaluation committee will be formed to review and evaluate the offers according to the following categories:

**6.0.1.1** References

**6.0.1.2** Experience

**6.0.1.3** Survey History

**6.0.1.4** Quality of Life

**6.0.1.5** Quality of Care

**6.0.1.6** Staffing Issues

**6.0.1.7** Program Descriptions, Reports and Meetings

**6.0.1.8** Veterans Services/Community Involvement

**6.0.1.9** Cost Proposal

**6.0.2** These categories directly correlate to proposal requirements in Section 4 and Section 5 of this RFP. Evaluators will give each area a score of 0, 1, 2, 3, 4, or 5. Each category will be weighted times 1, times 2, or times 3. See score sheet (6.2) for specifics.

## 6.1 Proposal Evaluation Score Sheet

### Utah State Veterans' Nursing Home

Proposer \_\_\_\_\_ Raters Name \_\_\_\_\_ Date \_\_\_\_\_

EVALUATION CRITERIA	SCORE (check one)									COMMENTS
	0	1	2	3	4	5	X	Total		
References - 4.2.2.1 (5 points possible)							1			
Experience - 4.2.2.2, 4.2.2.3, 4.2.2.4 (5 points possible)							1			
Survey History - 4.2.3 (15 points possible)							3			
Quality of Life - 4.2.4 (15 points possible)							3			
Quality of Care - 4.2.5 (15 points possible)							3			
Staffing - 4.2.6 (5 points possible)							1			
Program Descriptions - 4.2.7 (5 points possible)							1			
Veteran / Community Involvement - 4.2.8 (5 points possible)							1			
Cost Proposal - 5.0 (30 points possible)								*		
Total Points (100 points possible)										

Scoring will be based on a scale of Zero (0) to Five (5). Each category is weighted by a factor of One (1), Two (2), or Three (3).

Five: Excellent, has potential to produce high quality service.

Four: Above average, exceeds minimum in some areas.

Three: Acceptable, meets minimum requirements of RFP.

Two: Fair, partially unresponsive.

One: Inadequate, fails to meet perceived needs.

Zero: Non-responsive.

\* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

## **ATTACHMENT A**

### **STATE OF UTAH STANDARD TERMS AND CONDITIONS**

**AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

**CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

**LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

**RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

**CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.

**INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

**EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

**RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.

**DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State.

The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating



to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.

20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

## **ATTACHMENT B**

### **STATE OF UTAH SPECIAL TERMS AND CONDITIONS**

#### **SPECIAL PROVISIONS**

##### **Utah State Veterans' Nursing Home Contract**

#### **A. SCOPE OF CONTRACT AND COMPENSATION**

1. Scope of Contract: The State of Utah, Utah National Guard (STATE) contracts with (CONTRACTOR) to operate the Utah State Veterans' Nursing Home (HOME), located at 700 Foothill Blvd., Salt Lake City, Utah 84113. As stated in the Request for Proposals (RFP), CONTRACTOR will operate the HOME as a high quality skilled nursing care facility with an Alzheimer's Care Unit for veterans and their qualified spouses. CONTRACTOR agrees to meet the requirements for State Nursing Facility license and to maintain uninterrupted certification of the facility with the Veterans Administration (VA) in order to remain eligible to receive VA per diem payments for qualified veterans. CONTRACTOR understands it is solely responsible to meet State license and VA certification requirements.

2. Compensation:

a) CONTRACTOR understands that the STATE is not providing direct compensation to CONTRACTOR under this contract. CONTRACTOR compensation is a fixed "Daily Rate" charged to residents admitted to the HOME, including VA per diem and reimbursement for the non-routine services identified in State regulation 4.19D. CONTRACTOR is responsible for bearing the risk of paying for all services associated with performing the terms of this contract within this compensation, even if these expenses exceed the compensation paid under the contract. The daily rate charged to residents includes the amount set by the STATE for administrative costs associated with STATE oversight, capital improvements, new equipment, and other expenditure at the discretion of the STATE

b) CONTRACTOR may charge each resident eligible for VA per diem reimbursement a daily rate not to exceed \$\_\_\_\_\_. CONTRACTOR shall require each such resident to pay this amount, less the VA per diem that resident is eligible to receive from the VA. **Including management fees, the maximum reimbursement allowed the CONTRACTOR shall not exceed 4% of gross revenue less contractual adjustments.**

c) Any resident not entitled to receive the VA per diem may be charged a daily rate of \$\_\_\_\_\_, **not to exceed 110% of the effective veteran rate (charge).**

d) Non-routine services, may result in charges by CONTRACTOR in excess of the daily rate as agreed upon between the resident, his/her family or legal representative, and CONTRACTOR.

e) STATE is not under any obligation to adjust the daily rate more than once every twelve months. This does not preclude CONTRACTOR from seeking a rate adjustment more frequently if unexpected circumstances relative to overall patient acuity, cost of supplies, staffing needs or other factors warrant such adjustment. **CONTRACTOR will not be given an increase for the first 12 months of the contract.**

f) Requests for adjustments to the daily rate must be submitted a minimum of 30 days before the proposed effective date, unless waived in writing by the STATE. The STATE shall consult with the Utah State Veterans' Home Advisory Board (BOARD) before making a decision on the request. However, the amount of any increase as well as the effective date of any adjustment shall be at the discretion of the STATE.

g) If the services rendered do not correspond to the description, quality, quantity, etc., as detailed in the contract, or are unsatisfactory in any manner, the STATE will notify CONTRACTOR in writing as to those specific performance areas not in compliance. CONTRACTOR will provide a written plan of action to the STATE within 5 working days of notification outlining the remedies to be taken. If the written plan of action is unsatisfactory or the contract deficiencies are not remedied to the satisfaction of the STATE as per a satisfactory plan of action, then the STATE may terminate the contract, withhold VA per diem or other payments, or take other appropriate action.

h) Final payment under this contract, including any extensions, will not be made by the STATE until all inventories are restored to the original levels which existed at the beginning of the contract and until an audit of equipment and other state property is completed by the STATE. All other CONTRACTOR responsibilities required under the contract must also be fulfilled.

i) CONTRACTOR will be liable for all Federal, State and local taxes and shall comply with all local laws, ordinances and regulations and shall obtain and pay for any necessary permits and licenses. The contract amount includes all applicable Federal, State and local taxes and duties. These obligations may be paid through operational funds of the facility. In no event shall the STATE assume or be held responsible for any of the above cost mentioned.

j) Management Fee: A management fee shall be allowed by the CONTRACTOR and must be included as part of your offer. All costs associated with and normally included within the definition of allowed management fees, shall not appear as costs of operation as prepared by the CONTRACTOR in any other line item. Management fees shall be considered in the overall profit allowance for the CONTRACTOR. See Medicare regulation for definition of those costs which shall be included and considered as management fees.

## **B.CONTRACTOR' GENERAL RESPONSIBILITIES AND RIGHTS:**

1. CONTRACTOR shall establish and implement policies and procedures for the management and operation of the HOME that will assure adherence to the standards of care outlined in State and Federal regulations and as provided in this contract. These policies and procedures must comply with or exceed the provisions of STATE Eligibility Requirements for the HOME.

2. CONTRACTOR shall prepare all materials and employ procedures necessary to retain State licensing and VA approval of the facility and meet all standards (federal, state, Medicare) for provision of comprehensive, skilled nursing care, always deferring to the highest standards applicable. Failure to maintain the proper licenses or to meet the criteria of any accrediting agency is a material breach of this contract. If CONTRACTOR fails to maintain VA approval of the facility and per diem payments are stopped by the VA, CONTRACTOR shall forfeit that portion of the daily rate for such period of time, unless the per diem payments are restored through an appeal. CONTRACTOR will have standing to independently pursue such an appeal with the VA and shall fully cooperate with any appeal filed by the STATE. CONTRACTOR may not seek reimbursement of the forfeited per diem payments from the STATE or residents. The STATE may also terminate the contract or impose other reasonable remedies at the STATE's discretion if CONTRACTOR loses VA approval of the facility, regardless of the status of any appeal rights with the VA.

3. CONTRACTOR may terminate this contract on thirty (30) days written notice if Congress terminates the payment of VA per diem payments to the HOME.

4. CONTRACTOR may terminate this contract on ninety (90) days notice if VA per diem payments are terminated at the HOME for any reason.

5. CONTRACTOR shall have sole responsibility for qualifying new residents for VA per diem reimbursement, as well as maintaining the qualification of current residents. CONTRACTOR shall prepare, and submit to the STATE for approval and forwarding to the VA, all documents and information necessary for VA per diem reimbursement.

6. CONTRACTOR shall assure that each resident receives the medical or rehabilitative services that are needed. The minimum services to be available to each resident must be at least the services required by applicable federal, state, and Medicare standards as appropriate and those standards established separately in the Request for Proposal or other parts of this contract.

7. CONTRACTOR agrees to provide the following services within the daily rate under the terms of this contract:

a) CONTRACTOR shall develop a Long Term Care Program, which will provide comprehensive health care, social services, CONTRACTOR assurance and support services.

b) CONTRACTOR will offer a comprehensive program of continuing education for staff and appropriate health education for residents.

c) CONTRACTOR will maintain complete and accurate medical records of residents' care that comply with VA, CMS, and STATE requirements including all applicable legal requirements attached thereto.

d) CONTRACTOR will operate the HOME in a humane manner with recognition and respect for resident's rights to nursing care services and the highest quality of life experience possible. A comprehensive and active resident activities program is required.

e) CONTRACTOR will provide all services necessary to ensure that residents receive appropriate medical, social and support services and live in safe, pleasant surroundings.

f) Services provided at the HOME will include but not be limited to medical, nursing, rehabilitative, recreational, dietary, pharmaceutical and patient education:

1) The health care of residents will be under the direct supervision of the Medical Director. He/She will be a fully qualified physician licensed in Utah. He/She will be responsible for evaluating the resident's immediate and long-term care needs and developing a plan of care based upon the nature of their illness. The medical director will assure the adequacy and appropriateness of medical care. Transportation will be arranged for residents to maintain or establish relationships with providers of his or her choice, within the local area. Physical examinations will be performed upon admission (within 48 hours), and annually thereafter unless required more frequently as a result of medical circumstances. The medical director will provide the monthly physician review of the resident's plan of care and other attending (non-specialist) physician services.

2) Nursing services will be provided 24 hours per day, seven days per week. The mix and number will meet patient needs as set forth by VA, CMS and STATE guidelines as well as under this contract, which are currently set at 3.2 hours of nursing services per resident per day. Nursing services will be under the supervision of the Director of Nursing, a Registered Nurse licensed to practice in Utah. A nurse supervisor (an RN) will be on each shift and should be experienced in rehabilitation and/or gerontological nursing. Each unit will have immediate access to a nurse on each shift who will be either an RN or an

- LPN who is a graduate of a state approved school of nursing and currently licensed in Utah. CONTRACTOR will employ sufficient backup nursing personnel or make contractual or other arrangements to ensure nursing availability at all times.
- 3) Nursing services provided will focus on rehabilitative nursing care directed to assisting each patient to achieve and maintain the highest possible level of self-care and independence. Nursing personnel will receive special in-service education (including demonstration, supervision and evaluation in rehabilitative techniques).
- 4) Rehabilitative services, physical, occupational, speech and hearing therapy will be provided by personnel licensed by the state (either within house or contract personnel). A sufficient number of qualified rehabilitation assistants will be available to ensure that the rehabilitative needs of all patients are met. Provision of these services will be monitored by the Quality Assurance program and documented in the resident's medical record.
- 5) CONTRACTOR will comply with all federal, VA and state laws related to procurement, storage and administration and disposal of prescription, non prescription and controlled drugs. A qualified pharmacist will supervise pharmaceutical services. A pharmaceutical committee will be organized to oversee the facility's pharmaceutical services, to monitor drug related services, ensure accuracy, and coordinate pharmaceutical services that residents are entitled to receive through the VA medical center and to make recommendations for improvement. Drugs and pharmaceutical costs are not considered a part of the routine daily rate. CONTRACTOR shall be responsible for tube feeding and decubitus care products and may seek third party reimbursement such as Medicare or private insurance for these services and products.
- 6) CONTRACTOR will provide a nurse specialist (Quality Assurance/QA Coordinator, which may be combined with other DON, ADON, or LPN duties) at the HOME to identify, develop and provide appropriate patient education activities. The QA coordinator will work closely with all departments to ensure patient education needs are met. CONTRACTOR will provide patient education magazines and handouts on preventative health topics. Healthcare consultants and pharmacists will provide patient counseling and education regarding medications and their side effects.
- g) The Social Services program at the HOME will be directed by a qualified social worker. If the social worker does not possess an MSW Degree, a State licensed Social Work consultant must be provided by CONTRACTOR. The Social Services program will be staffed to meet the needs of the residents.
- h) The Activity Director shall be a member of the HOME's Patient Care Conference. The Director will be a Certified Activity Director, a Master Therapeutic Recreation Specialist (MTRS) or a licensed Therapeutic Recreation Technician, with consultation from a MTRS. In addition, he/she will have experience in directing and managing both therapeutic group and individual activity programs. The activities program shall be staffed to meet the needs of the residents. The Activity Director will also serve as the Volunteer Services Coordinator to ensure integration with volunteer service programs within the community and to actively include residents as part of their respective city community.
- i) This program will provide individualized services to the HOME's residents. The Activities Director/Volunteer Services Coordinator will work closely with the Director of Social Services to assist in obtaining community resources to help meet the specific needs of the individual resident.
- j) Religious services will be arranged with community churches based upon resident requests. The HOME will arrange for non-denominational services and will not exert preferences regarding religious activities.
- k) Quality Assurance Activities will include the Quality Assurance Program, the Patient Care Committee, Fire and Safety, Infection Control, and Orientation and Training Programs.

1) The Quality Assurance Program will objectively and systematically monitor and evaluate care delivered, identify and resolve patient and facility related problems and develop strategies to improve patient care. The Quality Assurance Committee will meet monthly. The medical director will have overall responsibility for the Quality Assurance program at the HOME. CONTRACTOR will designate a nurse who will be responsible for QA activities.

2) Patient Care Conferences will be held monthly and chaired by the medical director or designee. The purpose is to ensure each resident's total program is adequately and appropriately meeting his/her health and social needs. Findings will be reported to the Quality Assurance Committee.

3) CONTRACTOR will comply with all federal, state and local laws and regulations. CONTRACTOR will meet or exceed requirements specified in regulations concerning fire prevention, protection and disaster preparedness. Drills will be conducted on each shift in accordance with state requirements and emergency equipment will be tested at least quarterly. Employees will receive regular training in safety and disaster preparedness. All nursing personnel will receive first aid and CPR training. CPR training shall be offered to all employees on an annual basis.

4) CONTRACTOR shall integrate infection control into its quality assurance program to ensure a continuum of care. The quality assurance/infection control nurse will oversee and coordinate a facility wide audit on a monthly basis to ascertain if the environment is free from infectious hazards. Findings will be forwarded to the Quality Assurance Committee.

5) Each employee will receive a thorough orientation to the facility, its policies and governing regulations, and on-site medical practices. CONTRACTOR will ensure all facility nursing assistants meet the minimum educational and training requirements set forth in the latest state and federal regulations and laws.

1) CONTRACTOR will provide other services including dietary, laboratory, medical records, laundry, and housekeeping. CONTRACTOR will provide medical supplies (i.e., razors, shaving creams, gauze, chemstrips, band aids, toothbrushes, powders, skin creams, mouth care items, etc). CONTRACTOR will provide the STATE copies of all subcontracting agreements pursuant to the RFP.

1) Meals provided will be in accordance with the dietary allowances of the Food and Nutrition Board of the National Council adjusted for age, sex, and activity. All applicable food preparation and handling standards shall be strictly followed. CONTRACTOR shall conform to guidelines listed in the RFP. Therapeutic diets will be prepared and served according to the diet order prescribed by the physician under the supervision of a qualified dietician. The dietary department will be organized and staffed to meet the dietary needs of the residents. A qualified dietetic services supervisor will supervise services. Dietary policies and procedures will comply with the highest VA, state and federal guidelines. All food services personnel shall undergo a STATE approved tuberculin skin test or provide proof of having such test within the previous year prior to employment and annually thereafter.

2) CONTRACTOR will ensure confidentiality of all resident's medical records. Policies and procedures will adhere to, and be in accordance with, all Federal and State laws, rules, and regulations including HIPPA. Medical Records Forms will be provided by CONTRACTOR and approved by the STATE. A data system will be designed and implemented for the purpose of providing patient and healthcare services.

3) CONTRACTOR will designate an on-site security officer, which may be any properly designated and trained employee, for the HOME, 24 hours, 7 days per week, to ensure the safety of residents, staff, and visitors and to monitor all fire, safety, and patient care systems. The name of the on-duty security officer will be posted at the nursing station. The security officer will be available on-site by pager or cell phone. CONTRACTOR will provide nametags for all CONTRACTOR personnel working in the HOME. CONTRACTOR will also provide a sufficient quantity of visitor identification tags for other than visiting relatives/friends of residents to facilitate identification of visitors while they are in the HOME. A report of incidents,

occurrences, and events in the HOME will be made available to the STATE within a reasonable time, not to exceed 72 hours.

4) Transportation will be provided to meet the needs of the residents. This includes but is not limited to local transportation to activities, medical and dental appointments, and periodic visits to VA Medical Centers for medical appointments.

5) CONTRACTOR will provide for the routine maintenance and upkeep of the building including areas under STATE control. This includes trash disposal, pest control, and necessary maintenance contracts. CONTRACTOR will provide insurance coverage as detailed in the RFP. All furniture, equipment and machinery shall be kept in good repair. Disposal or retirement of same must be approved by the STATE prior to such disposal or retirement.

m) The following reports shall be provided to STATE on an as required basis: Infection Control Report, Quality Assurance Report, Pharmacy and Therapeutic Report, Fire and Safety Report, Monthly Census Recap, Admission and Discharge Report, Nursing Hour Per Patient, Statement of Expense by line item, cost breakdowns by direct, and indirect costs. Other reports will be provided as deemed necessary by the STATE.

n) CONTRACTOR will meet with the BOARD on at least a quarterly basis, or as needed as determined by the BOARD Chair.

o) CONTRACTOR' policies will be designed to recruit, develop, and retain exceptional personnel to ensure quality health care delivery. CONTRACTOR shall offer competitive salaries and benefits necessary to attract qualified applicants and employees.

p) CONTRACTOR is encouraged to recruit in the geographical area surrounding the facility. Preference will be given to those applicants with prior military experience. The employment process will include pre-credentialing, reference checks, BCI screening, verification of licensing/certification and validation of education and training.

q) Personnel will meet or exceed minimum requirements established by STATE, VA, and state and federal guidelines. Exceptions must be approved by the STATE.

r) The Quality Assurance director or designee will establish and implement in-service training for CONTRACTOR nursing, professional and support personnel. In-service training will be conducted at least quarterly.

s) Personnel Files will be open to inspection by the STATE during normal business hours. Access to these files will be limited to CONTRACTOR management and STATE officials, as determined by STATE, due to their confidential nature.

t) CONTRACTOR will meet or exceed the minimum requirements set forth in the RFP and other parts of this contract.

u) CONTRACTOR' policies and procedures manuals will ensure the highest quality levels of service and safety in the HOME.

v) The HOME Administrator will be the CONTRACTOR representative at the HOME. The HOME Administrator will meet with the STATE Director monthly or as requested by the STATE.

w) CONTRACTOR will develop and generate all necessary data and reports as required by the STATE.

x) CONTRACTOR will provide appropriate insurance coverage including property, personal liability, injury and general liability as detailed in the RFP. STATE and its officials shall be named as an insured for purposes of providing indemnity when required by this contract. CONTRACTOR will also provide workman's compensation coverage for its employees.

y) CONTRACTOR will ensure appropriate inventory control and security procedures to maintain and protect property of the State of Utah.

z) CONTRACTOR will provide appropriate maintenance contracts and agreements for the equipment at the facility. CONTRACTOR will maintain the physical plant and the facility in accordance with the criteria established in the RFP and other parts of this contract. Title and ownership of the physical plant, real property and the facility remains with the State of Utah, with CONTRACTOR having the right to use the facility pursuant to this contract.

aa) CONTRACTOR will maintain the grounds and properties of the HOME at optimal levels, including but not limited to weed control, landscaping and cleanliness. CONTRACTOR will provide a program to ensure cleanliness and to comply with infection control policies and other sanitary standards under local, state, and federal law. CONTRACTOR will maintain the HOME and all other STATE property in the condition in which it was received, normal wear and tear excepted.

bb) CONTRACTOR will comply with criteria listed in the RFP and other parts of this contract. CONTRACTOR will provide all necessary staff and support to organize the required HOME Admissions Committee and to facilitate resident intake and admission. CONTRACTOR will brief and provide informational sheets/brochures covering Resident Rights and Responsibilities within the HOME. These briefings will be conducted by the social work staff and signed by the staff and resident.

cc) Upon termination of contract, for any reason, CONTRACTOR will leave at least a 30 day supply of medical supplies and expendables for use and consumption by the HOME following termination.

dd) CONTRACTOR shall pay utilities and communications used within the facility or on the grounds. The exception will be communications requirements for the STATE Director and staff, which will be the responsibility of the STATE.

ee) CONTRACTOR will provide trash removal services and all transport and disposal costs associated with incineration and contaminated items.

ff) The Activities Director will provide a monthly activities calendar to the STATE.

gg) CONTRACTOR is responsible for the total delivery of the food service program including replacement of all pots, pans, trays, plates, utensils, glasses, cups, etc., as required.

hh) The Administrator shall invite the STATE to all Committee meetings involving the quality of care provided in the facility.

ii) The Administrator shall maintain written transfer agreements with local civilian and nearby VA hospitals for acute care situations, arrange transportation in such events and maintain contact with transfer facility to ensure return of the resident to the HOME at the earliest possible date. Any costs for services outside the scope of this contract must be borne by a third party payer, if available to CONTRACTOR, or by the resident/sponsor.

jj) CONTRACTOR shall provide liability insurance for the protection of CONTRACTOR, its employees, and volunteers at or above the minimum levels set forth in the RFP and its attachments and reasonable employee health and workman's compensation insurance, as required by law.

kk) CONTRACTOR will ensure operation and coverage in the event of a labor dispute or strike.



ll) CONTRACTOR will institute procedures for proper preparation of all financial records including, but not limited to, payroll, accounts receivable, accounts payable records and operating statements.

mm) CONTRACTOR will be responsible for the purchase, repair or replacement of individual equipment items with a cost of one thousand dollars (\$1,000) or less (excluding taxes) per item or unit. Such equipment shall become the property of the State. CONTRACTOR will receive full benefit of all warranties in-place, if any, for equipment purchased by the State. Items may not be lumped together to exceed this \$1,000 minimum.

nn) CONTRACTOR will have a written mortuary policy which will ensure sensitivity and expediency in completing the medical record, removal of the remains from the HOME, and all other responsibilities normally associated with the death of a resident.

oo) All property within the HOME that belongs to the State of Utah, other than those items declared expendable by the STATE, will be maintained on inventory. The STATE shall have the right to inventory all State property within the HOME at any time. No state property shall be removed from the HOME without the permission of the STATE. . CONTRACTOR will sign for and institute and maintain adequate controls over state property vested under their control. CONTRACTOR will be liable for losses resulting from damages, theft, and acts of negligence.

pp) In an effort to assure optimum occupancy levels, CONTRACTOR will implement an ongoing, concerted marketing effort. CONTRACTOR will establish and maintain contact with organizations and individuals likely to come in contact with veterans in need of services and/or to refer them to the HOME. These will include, but are not limited to:

- 1) The Utah State Veterans Affairs Regional Office;
- 2) The Utah Division of Veteran Affairs;
- 3) VA, private, and public hospitals throughout Utah;
- 4) Social service agencies and social workers within hospitals and other long-term care institutions;
- 5) Veterans service organizations, including the American Legion, Veterans of Foreign Wars, Disabled American Veterans, AMVETS, American Ex-Prisoners of War, Fleet Reserve Association, Military Order of the Purple Heart, Non-commissioned Officers Association, Vietnam Veterans Association, etc.
- 6) Associations for the elderly, including AARP; and
- 7) Church groups and fraternal organizations, such as the Elks and Moose.

### **C. NURSING HOME ADMINISTRATOR**

1. CONTRACTOR shall employ a Utah-licensed Nursing Home Administrator subject to the approval of the STATE. STATE's approval will not be unreasonably withheld if:

- a) A written nomination is sent to the STATE with the nominees:
- 1) Full name, current work and home address and telephone number;
  - 2) Health Facility Administrator license number;

- 3) Work history for the last five years, with dates of employment, the names, addresses and telephone numbers of the facilities, name and current address of supervisors and a general description of duties performed;
  - 4) A summary history of state and/or federal survey findings in the last five years for facilities during the time the nominee served as administrator, acting administrator, deputy administrator or similar position. Deficiencies and corrections implemented should be detailed;
  - 5) Nominee must provide written certification that he/she has read the HOME contract with CONTRACTOR and the STATE and will assure compliance with all responsibilities of CONTRACTOR under the contract.
  - 6) Permission must be granted to STATE to contact the nominee.
- b) If the STATE determines that the information provided is complete and after contacting the nominee, that his/her qualifications appear adequate, the STATE will arrange an interview with the BOARD and seek their recommendation on whether to hire the nominee.
2. Every effort shall be made to employ a qualified veteran for this position. The Administrator shall coordinate and work closely with the STATE and be responsible to ensure that all contractual terms are met. The STATE may recommend to CONTRACTOR the termination of CONTRACTOR employees working in the HOME. The STATE will have authority to require termination of any CONTRACTOR employee in the HOME for good cause.
  3. The Administrator shall supervise and administer all aspects of the day-to-day operations of the HOME.
  4. The Administrator shall advise the STATE as to any facility improvement or equipment that is needed to maintain the quality of care or to replace obsolete or worn out equipment which is specified in the contract as responsibility of the STATE.
  5. The Administrator shall cooperate with the STATE in the area of development and implementation of public relations and/or advertising of programs.

**D. STATE RESPONSIBILITIES:**

1. The STATE will appoint a STATE Officer (Director) to represent the STATE and to work with CONTRACTOR in the operation of the HOME. Except as otherwise expressly designated in this contract or other writing from the STATE, CONTRACTOR duties in working with the STATE in this contract will be with the Director.
2. The STATE will be responsible for any major maintenance or facility improvement expenditures costing over \$1,000 (not the direct result of abuse or negligence on the part of CONTRACTOR.) The state of Utah shall continue to hold title to the HOME, the real property upon which it stands, and any personal property on the premises. Items replaced as a result of negligence shall not be recognized as an allowable cost.
3. The STATE at its discretion shall purchase or replace equipment items which are beyond repair and which exceed \$1,000 per unit. Repair cost, other than for normal wear and tear, shall be the responsibility of CONTRACTOR.
4. STATE shall prepare, from information submitted by CONTRACTOR, all invoices and documents necessary for reimbursement of the VA per diem and will submit claims to the U.S. Department of Veterans Affairs (VA).
5. STATE shall set the administrative cost amount, up to \$10.00 per patient day, to be included in the daily rate.

6. For the periods that the HOME has certification for VA per diem, STATE shall be authorized to offset all sums owed by CONTRACTOR to the STATE from monthly per diem checks, including the administrative cost amount.
7. STATE shall be responsible for payment for miscellaneous expenses associated with day-to-day STATE staff office operations.
8. The STATE may attend any and all committee meetings at its discretion, relating to the management and operation of the facility, including meetings to discuss patient care issues.
9. STATE staff may schedule meetings in the Conference Room. STATE staff will exert every effort not to schedule meetings that will conflict with CONTRACTOR needs. STATE staff will work closely with CONTRACTOR staff recognizing their needs on a priority basis.
10. The STATE, upon request, will assist the Administrator and staff in resolving patient care complaints.
11. STATE will be responsible for audit of resident personal funds (accounts). CONTRACTOR will join with the STATE in encouraging residents NOT to maintain funds (and other valuables) in their rooms or on their person.
12. STATE shall be the HOME's Governing Authority. The Utah State Veterans' Nursing Home Advisory Board (BOARD) shall advise the STATE consistent with HB 140.

**E. MISCELLANEOUS PROVISIONS:**

1. The contract established for the HOME shall be for three (3) years, September 01, 2005 to August 31, 2008, thereafter subject to renewal at the discretion of the STATE as stated in the RFP. CONTRACTOR will provide a performance bond or irrevocable letter of credit, as detailed in the RFP and its attachments, for \$100,000 to guarantee performance under the terms of this contract.
2. CONTRACTOR will provide certification that they possess legal authority to enter into agreements and that a resolution, motion or similar action has been duly adopted or passed as an official act of the governing body, providing authority to enter into this agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the governing body to act in connection with the agreement and to provide such additional information as may be required.
3. Should the contract result in a book or other copyrighted materials, CONTRACTOR may copyright the work only with STATE permission. The STATE shall have a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government use.
4. Any publications resulting from or primarily related to State financial assistance shall contain acknowledgment of State support, in whole or in part.
5. Upon termination or expiration of this contract, the data, reports, and other documents developed by CONTRACTOR for the HOME under this contract will be required to be delivered to STATE at no additional cost.
6. CONTRACTOR shall hold harmless the State of Utah its employees and officers from liability of any nature or kind arising out of claim or suit for the use of any copyrighted or uncopyrighted composition used in the performance of the services it shall provide as a part of the contract. CONTRACTOR agrees to assume the defense of any and all such suits and pay the costs, attorney fees, damages, and expenses incidental thereto, subject to the right of the State to provide additional legal counsel at the State's own expense.

7. Except as stated in this contract, CONTRACTOR is prohibited from subcontracting, assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its right, title, or interest or its power to execute such agreement to any other person, company, or corporation without the previous written consent and express approval of STATE.

8. No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to, in writing, by CONTRACTOR and STATE, and incorporated as a written amendment(s) to this contract. Memoranda of understanding or correspondence shall not be construed as an amendment to the contract.

9. If the HOME becomes uninhabitable due to acts of God, environmental hazard or acts beyond the reasonable control of CONTRACTOR, the obligation to make any payments otherwise due under this contract shall be suspended so long as such conditions shall exist. If the condition continues beyond six (6) months, CONTRACTOR may terminate the contract without any liability to the STATE upon ninety (90) days written notice. The STATE shall pay CONTRACTOR in accordance with the provisions of the contract until the effective date of termination.

10. Prior to commencing work on this contract, CONTRACTOR shall provide the Facility with a Certificate of Insurance, with an insurer and coverage acceptable to the STATE.

11. The HOME shall have an Admission Committee comprised of the following: CONTRACTOR' Nursing Home Administrator, who will serve as chair, the Medical Director, the Director of Nursing, and the Director of Social Services. Substitutions or additional members of the committee must be approved by STATE. The STATE shall have the right to review admissions and admission procedures at its discretion.

**End of Special Provisions**